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Bridle Gate Estates HOA
2606 S 3070 E
St. George, UT 84790

DOC # 20140032218

Agreement Page 1 of 4
Russell Shirts Washington County Recorder
10/21/2014 02:46:06 PM Fee \$ 17.00
By BRIDLE GATE ESTATES HOA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DH SUNWEST LLC
AND
BRIDLE GATE ESTATES HOMEOWNERS ASSOCIATION**

I. GENERAL

A. Parties to this Memorandum and Agreement

This Memorandum of Understanding and agreement (hereinafter "Memorandum") is hereby made and entered into by and between DH Sunwest LLC (hereinafter "Declarant") and the Bridle Gate Estates Homeowners Association (hereinafter "Association").

B. Purpose

On 02/15/2013 (DOC#20130005788) Declarant by quit claim deed conveyed to the Association "All of the Equestrian Area as shown on Bridle Gates Estates - Phase 2 plat Recorded January 9, 2013 as DOC #2013000947, Official Records of Washington County, Utah." The complete typed legal description on the plat shows a total of 12.946 acres for the Equestrian Area Boundary Description. However, the actual conveyance to the Association is for **11.638** acres as defined on the deed and plat as "Equestrian Area". The additional 1.31 acres (public area) was dedicated to the City of St. George ("City") by virtue of the plat recordation and is identified on the plat as land containing the future streets, curb, gutter, sidewalks and public utility easements to be constructed in conjunction with future phased development by the Declarant. The purpose of this document is to clarify the obligations of both parties as they relate to these two parcels of land.

II. TERM OF MUTUAL AGREEMENT

1. It is hereby understood and agreed that, to the extent set forth below, the Declarant shall be obligated to pay for the costs of improvements to the 1.31 acres of land dedicated to the City of St. George pursuant to the phasing plan presented to and as required by the City of St. George and/or as further described in the Associations CC&R's (e.g. Perimeter Fencing). The Association shall not be financially burdened or obligated to pay for the related costs of any improvements to the land dedicated, or to be dedicated, to the City of St. George. Likewise, the Declarant shall not be responsible for any additional improvements to the Equestrian Area now conveyed to the Association, with the exception noted in paragraph 2 below.

2. As part of the improvements scheduled during the development of Phase 3, Declarant agrees to install: a) an appropriate sub-surface solution for draining of surface water of the community's streets into the City storm water system to prevent flooding of the common areas/ equestrian area; and b) an improved ground water drain system that shall replace the existing open ditch along the north portion of the equestrian area. This installation will take place at Declarant's expense. The Association hereby agrees to allow the Declarant access to enter property owned by the Association (equestrian area and common area) as may be required for the installation of such improvements. The Association also acknowledges its responsibility to service or maintain any improvements made to the common area that are privately owned and are not the responsibility of the City of St. George as defined in the recorded easements and dedications specified in the recorded plats for all phases of Bridle Gate Estates Subdivision.

IT IS FURTHER AGREED that this Memorandum and Agreement is not exhaustive of all of the issues confronting the Participating Parties. This Memorandum is intended to address specific issues of primary important concerns to all owners. Future agreement may address additional situations and scenarios as needed for the effective and efficient administration of the Association. This agreement shall be binding on the Declarant's successors and assigns.

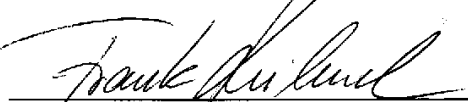
IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the 10 day of OCTOBER, 2014,

DECLARANT: DH SUNWEST, LLC



BY: RODNEY E. STEURER
ITS: Manager

BRIDLE GATE ESTATE HOMEOWNER'S ASSOCIATION

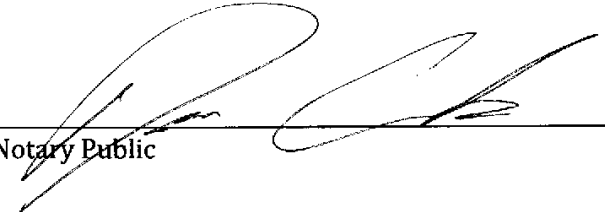


BY: FRANK KUEHNEL
ITS: President

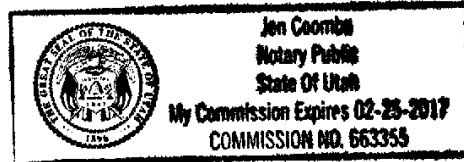
ACKNOWLEDGEMENT:

STATE OF UTAH)
)
 :SS
COUNTRY OF WASHINGTON)

On the 10th day of October, 2014 personally appeared before me Rodney E. Steurer, who did say that he is the Manager of DH Sunwest, LLC and that said instrument was signed in behalf of said entity by authority of its Manager/Members; and acknowledge said instrument to be their voluntary act and deed.



Notary Public

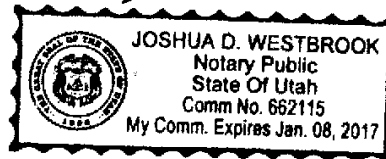


STATE OF UTAH)
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COUNTRY OF WASHINGTON)

On the 14 day of October, 2014 personally appeared before me Frank Kuehnel, who being by me duly sworn did say that he is the President of the Bridle Gate Estates Homeowner's Association and that said instrument was signed in behalf of said Association by authority of its Board of Directors; and acknowledge said instrument to be their voluntary act and deed.



Notary Public



BRIDLE GATE ESTATES HOMEOWNER'S ASSOCIATION

Legal Description of the Property

All of the Lots of Bridle Gate Estates Phase 1 and Phase 2, according to the official plat thereof, subject to the Declaration of Conditions, Covenants and Restrictions, all on file in the office of the Washington County Recorder.

Subdivision

BEGE-1 –BRIDLE GATE EST 1 (SG)

BEGE-2 –BRIDLE GATE EST 2 (SG)